

84

**ENCROACHMENT AGREEMENT**STATE OF FORT BEND §
 §
COUNTY OF TEXAS §

This Encroachment Agreement ("Agreement") is made and entered into by and between Enterprise Crude Pipeline LLC (hereinafter referred to as "Company") whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 9420 W. Sam Houston Parkway N., Houston, Texas 77064-6317, and County of Fort Bend, Texas (hereinafter referred to as "Landowner"), whose address is 301 Jackson St., Richmond, TX 77469, upon the following terms and conditions:

WITNESSETH:

WHEREAS, Landowner owns a certain tract of land located in Fort Bend County, Texas and more particularly described as follows:

That certain 1.747 acre tract of land situated in the Thomas Cresap Survey, Abstract No. 369, Fort Bend County, Texas, and more particularly described in that Warranty Deed from Wayne S. Shellenburg to County of Fort Bend, Texas, dated August 16, 2016 and recorded under Instrument No. 2016099649 of the Official Public Records of Fort Bend County, Texas (the "Property");

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain right-of-way and easement from John Cope to Shell Pipe Line Corporation, dated February 7, 1929 and recorded March 13, 1929 in Volume 124, Page 465 of the Deed Records of Fort Bend County, Texas (the "Easement");

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as Line C5.2/5.3, the Sealy Junction to Cullen Boulevard pipeline, (the "Pipeline"; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the "Facilities") that runs through the Property pursuant to the Easement;

WHEREAS, Company has abandoned-in-place the Pipeline installed under the aforementioned Easement but reserved all rights granted under said Easement.

WHEREAS, Landowner desires to construct one (1) twenty-four foot (24') wide, eight inch (8") thick concrete roadway with six inch (6") monolithic concrete curbs as shown on the plans attached hereto as Exhibit A over and across the Pipeline, which will encroach on the Easement (the "Encroachment");

Teppco South Texas Crude Lines – Sealy Junction to Cullen Boulevard
LID #C5.2/5.3 – Tract #587 – (DB#8891)
Fort Bend-Roadway-FM 1463

CCM 5-02-17 #21G
Fort Bend County Clerk
Return Admin Serv Coord RAL

5/5/2017 Original sent to Britten Harris, Engineering Dept.

WHEREAS, Company and Landowner agree that the existence of the Encroachment: (a) conflicts with the purpose and character of the Easement; and (b) interferes with and obstructs Company's rights, obligations, and abilities to operate, maintain, replace, and have access to future Pipeline(s); and

WHEREAS, Landowner desires to obtain Company's consent to encroach on the Easement and Facilities; and

WHEREAS, Company, subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Company and Landowner hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Assumption of Risk: Landowner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Landowner or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of Landowner. Landowner shall keep all portions of the Encroachment in good repair.

3. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Company's Representative. A Company representative may be present during any of the aforementioned construction activities and Landowner acknowledges that Company's representative shall have full authority to stop any of Landowner's excavation or construction related activities within the Easement if Company's representative, reasonably believes Landowner's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve Landowner of any liability under this Agreement.

4. The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):

WARNING!
HIGH PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited without Prior Written Permission From
Enterprise Crude Pipeline LLC

5. Construction Parameters (continued): No equipment will be allowed to work over the Pipeline, unless approved by Company's representative, which will not be unreasonably withheld. Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. Landowner's crossing(s) will be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company recommends physical verification of Pipeline depth of cover and alignment, at Landowner's expense, prior to work being performed near the Pipeline. A minimum of four (4) feet of cover must be maintained over the Pipeline, subject to the discretion of Company's representative.

6. Street Crossings, Driveways, and other Paved Areas: Landowner will maintain a minimum of five (5) feet of cover between the top of the Pipeline and the top of the road surface(s), subject to the discretion of Company's representative.

7. Heavy Equipment: Wherever Landowner will cross the Pipeline and/or Easement with heavy equipment, Landowner will place matting or other suitable material over the Pipeline and/or Easement as determined by Company's field representative.

8. Excavated Material: Excavated material will not be placed over the Pipeline. Landowner agrees to clean up and repair all damages to the Easement resulting from the work on or across the Easement. Any and all damage repairs and cleanup of the Easement will be subject to Company's acceptance.

9. Landscaping: Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature untrimmed height greater than eighteen (18) inches. Company reserves the right to trim canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

10. As-Built Drawings: Within 120 days of the completion of construction of the Encroachment, Landowner will provide to Company, at the address set forth in the opening paragraph, a reproducible as-built drawing of the Encroachment, which will include a distance of twenty-five (25) feet on each side of the Encroachment along with the depiction of elevations.

11. No Interference: Landowner shall at all times conduct all of its activities within the Easement in such a manner as not to interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 13, Landowner shall promptly reimburse Company for its reasonable

costs incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

12. Reimbursement: If at any time the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes Company to incur any cost that in any manner reasonably relates to Company's operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, "Easement Operations"), Landowner agrees to reimburse Company for any and all such costs that would not have been incurred but for the existence of the Encroachment. Landowner hereby releases Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations. Any sums Landowner is required to pay or reimburse to Company under this Agreement shall accrue interest at the lesser of the maximum legal rate or 18% per annum, beginning the 30th day after Company makes written demand to Landowner for same, until paid in full.

13. Removal: Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in its exercise of the rights granted to it under the Easement. Should Company need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, Landowner shall pay for the cost of removing and replacing or reinstalling such removed portion of the Encroachment. Company shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and Landowner releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Encroachment.

14. No Waiver: The existence of the Encroachment does not constitute a waiver of Company's express rights under the Easement or any other rights which Company may have express or implied by law or equity.

15. No Additional Improvements: Except for the Encroachment, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require Company's prior review and written consent.

16. Termination: If Landowner is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon ten (10) days written notice to Landowner unless such breach has been cured prior to the expiration of such ten (10) day period. In the event of such termination, Landowner shall immediately remove all of the Encroachment situated on the Easement, or if Landowner fails to remove all of the Encroachment, Company may, at its option, remove the Encroachment at Landowner's cost and expense and without any liability whatsoever. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

17. Legal Costs: In the event that Landowner breaches any of the terms, covenants, or provisions of this Agreement, and Company retains counsel and/or commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys' fees and the attendant costs and expenses will be payable to Company by Landowner upon demand.

18. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of Company and Landowner, their heirs, legal representatives, successors and assigns.

19. Governance and Venue: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Agreement shall be in the state and federal courts located in Harris County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Harris County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

20. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

21. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and Landowner or their respective heirs, successors or assigns.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and Landowner and their respective heirs, legal representatives, successors and assigns.

23. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between Company and Landowner with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

24. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

25. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

REMAINDER OF PAGE LEFT BLANK

SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

Enterprise Crude Pipeline LLC

By: Michael D. Brown
Michael D. Brown
Agent and Attorney-in-Fact
Date: 4.19.17

(LANDOWNER)

County of Fort Bend, Texas

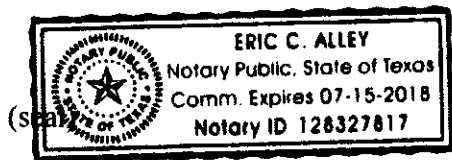
By: Robert E. Hebert
Robert E. Hebert
County Judge

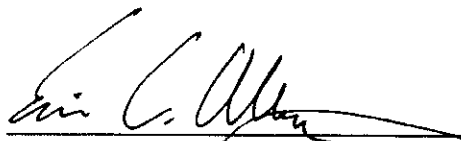
Date: May 2, 2017

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 19 day of April, 2017, by Michael D. Brown, Agent and Attorney-in-Fact for Enterprise Crude Pipeline LLC, on behalf of such limited liability company.

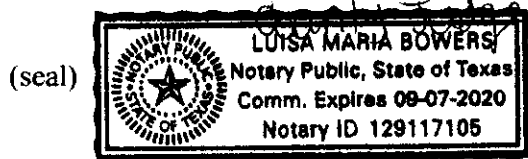


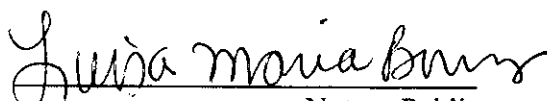

Notary Public

My Commission Expires: 7/15/2018

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 2nd day of May, 2017, by Robert A. Hebert, of the County of Fort Bend, on behalf of said County.




Notary Public

My Commission Expires: 9-7-2020

Prepared By/Return To:

Enterprise Crude Pipeline LLC
c/o Tina York – Land Department
P.O. Box 4324
Houston, Texas 77210-4324

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard



Laura Richard, County Clerk
Fort Bend County, Texas

May 04, 2017 04:28:28 PM

FEE: \$0.00 PG1
ENCROACH

2017048476

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Enterprise Products
Houston, TX United States

Certificate Number:
2017-191874

Date Filed:
04/12/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21417
Encroachment Agreement

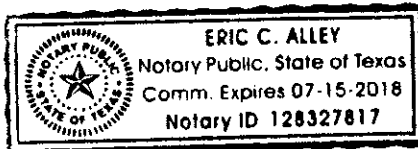
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Michael J. Brown
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said MICHAEL BROWN, this the 19 day of APRIL, 2017, to certify which, witness my hand and seal of office.

Eric C. Alley
Signature of officer administering oath

ERIC C. ALLEY
Printed name of officer administering oath

SR. LAND REPRESENTATIVE
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Enterprise Products
Houston, TX United States

Certificate Number:
2017-191874

Date Filed:
04/12/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
05/02/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21417
Encroachment Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath